



CODE OF CONDUCT

Dear Independent Business Associate,

We strongly recommend that you carefully read through the entire manual to know your rights and obligations in the conduct of Ifine Universal Private Limited Business or your participation with Ifine Universal Private Limited as a customer. The entire manual is specifically designed to bring to your notice and keep you well-informed of the day-to-day aspects of the Ifine Universal Private Limited Business to help you understand and become a successful IBA.

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Code and Conduct of Ifine Universal Private Limited Business

To become and remain active IBA the following provisions will govern your day-to-day association with Ifine Universal Private Limited.

Ifine Universal Private Limited hereinafter called as ifine Universal Private Limited or Representing its Brand and Website URL name www.Ifine.World

Ifine Business Associate hereinafter called as IBA will strictly adhere to this Code of Conduct without prejudice to the rules of fair trade and market practices and agree to subscribe to the following Codes:

1. An IBA should respect, follow and observe the "Code of Conduct of Ifine Universal Private Limited Business ".
2. An IBA should represent Ifine Universal Private Limited Business opportunity in a manner which is factually correct and in the right spirit of business.
3. An IBA should not make any false claims about products, opportunity, earning and effort required to build the business.
4. An IBA should present IFINE UNIVERSAL PRIVATE LIMITED products and the Ifine Universal Private Limited Opportunity which has been provided in the Ifine Universal Private Limited Official Website <http://ifine.world/>
5. An IBA should retail IFINE UNIVERSAL PRIVATE LIMITED products with invoice at the time of sale.
6. An IBA should not encourage another IBA or attempt, to change Line of Sponsorship. However, for change in the Line of Sponsorship an IBA has to resign from current position and remain inactive for 6 months to register afresh.
7. An IBA has far reaching effects on the name, goodwill and reputation of Company therefore an IBA will conduct his/her Ifine Universal Private Limited Business with

sincerity, honesty and commitment.

8. The strategic and artificial structuring of Ifine Universal Private Limited organization for the purpose of depth building by using the concept of "stacking" is considered to be manipulation and an unacceptable business practice.
9. In IFINE UNIVERSAL PRIVATE LIMITED product retailing activities, a IBA shall retail only IFINE UNIVERSAL PRIVATE LIMITED products and use Company authorized publications, brochures, marketing literature and other promotional material provided by Ifine Universal Private Limited.
10. An IBA is expected to build his business primarily by retailing IFINE UNIVERSAL PRIVATE LIMITED products with a primary focus on his Personal Point Volume, and thus setting example and encouraging IBAs in his network to emulate similar efforts. An Indian national or HUF, can't register with Ifine Universal Private Limited more than once. Invitations for presentations of business plan through one-on-one personal or internet based communication or any other means should not in any way bring disrepute to Ifine Universal Private Limited.
11. An IBA should buy only as many products or business material as he can retail and not hoard the products in anticipation of stock out or reaching business targets.
12. An IBA shall not make any misrepresentation regarding the promotion of Ifine Universal Private Limited products and Compensation Plan and he will strictly adhere to the rules and principles laid down by Company.
13. An IBA shall not supply any kind of written or verbal communication to the end customer or any other agency on behalf of IFINE UNIVERSAL PRIVATE LIMITED without obtaining prior written approval from Company.
14. An IBA shall not represent himself/herself as an agent, employee, or franchisee other than a Pick up center Owner of Company, who can only represent himself as a franchise or stock point owner to promote, sell and deliver products and service to the IBAs and customers who belongs to his respective allotted pincode by the company.
15. An IBA's association with Ifine Universal Private Limited will always be understood as an IBA.
16. As long as one is a IBA, he/she will not accept to endorse/promote products of any other company having direct or indirect effect on Ifine Universal Private Limited Business.

General Introduction to the Code of Conduct of Ifine Universal Private Limited Business

The Code of Conduct of Ifine Universal Private Limited Business define and establish certain principles to be followed in the development and maintenance of Ifine Universal Private Limited and the rights, duties and responsibilities of each IBA. The Rules are designed, to preserve the benefits available to all IBAs.

Company and IBAs have a binding contractual relationship. The policies, terms and conditions of this relationship are set forth in:

1. [Independent business Associate Registration Form](#)
2. [Code of Conduct of Ifine Universal Private Limited Business](#)

From time to time, the contents of these documents may be changed at the sole discretion of IFINE UNIVERSAL PRIVATE LIMITED without any notice. Final decision-making authority with respect to these changes and other modifications rests with Company. Such changes will be communicated to IBAs in a timely manner in official Company website, from time to time.

In order to preserve the goals and purposes of the Ifine Universal Private Limited Compensation Plan, Company reserves to itself the sole right to adopt, amend, modify, supplement, or rescind any or all of these rules as necessary with respect to cases of Rules enforcement.

General Introduction to the Code of Conduct of Ifine Universal Private Limited Business

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Company and IBAs have a binding contractual relationship. The policies, terms and conditions of this relationship are set forth in:

1. Associate Registration Form
2. Code of Conduct of Ifine Universal Private Limited Business

Section 1

Definitions

In these Terms and Conditions, unless there is anything in the subject or context inconsistent therewith:

1.1. The "Company" means "Ifine Universal Pvt Ltd", The "IBA" means "Ifine Business Associate"

1.2. IBA is the person or entity who has registered with the Ifine Universal Private Limited Business through the official website of Ifine Universal Pvt Ltd www.ifine.world and has received registration ID successfully from Ifine Universal Private Limited. IBA is an independent businessman, and has no employment, agency or any other relationship with Ifine Universal Private Limited.

1.3. The 'Product' means the products shown in Ifine Universal Private Limited's catalogue/order form and other products, which may be added to the collection from time to time.

1.4. The 'Official Website' means www.ifine.world, which is owned and updated by the Ifine Universal Private Limited from time to time.

1.5. Ifine Universal Private Limited Compensation plan means the plan provided by Ifine Universal Private Limited detailing various incentives, sponsoring procedures, requirements, systems, procedures and policies. Ifine Universal Private Limited Compensation plan amendments, if any, are available on www.ifine.world The 'Sponsor' refers to an IBA who is introducing a new IBA.

1.6 The 'Upline' & 'Downline' of an IBA respectively mean any IBA who is benefited or gives benefit from the business conducted by the IBA.

1.7 Ifine Universal Private Limited literature refers to privately produced literature on products, marketing and training regulated by Ifine Universal Private Limited, for the purpose of promoting. No other promotional material shall be ever used by customers/IBAs.

1.8 Business Year - April to March of every year

1.9 The "Business Group" includes the IBA himself, his personally enrolled my customers, and all downline IBAs and their "my customers" and their downline IBAs and customers.

1.10 Cross group Retailing - means retailing products to lines of sponsorship other than own

1.11 Line of sponsorship means all IBAs in ascending order of their sponsorship to end finally at Ifine Universal Private Limited .

1.12 The Code of Conduct means the Rules as framed by the Company.

Section 2

Becoming a IBA

2.1. Selection Criteria

2.1.1. He/She must be a citizen of India and should have attained at least 18 years of age as on the date of application.

2.1.2. He/She must be competent to contract as per the Indian Contract Act 1872.

2.1.3. Application is open to individuals only.

2.2. Application

2.2.1. The applicant shall fill in the particulars in all respect in the prescribed online application form as prescribed by the Company. The applications containing incomplete, inaccurate, false or misleading information shall be liable to be rejected without stating any reasons therefore. The Company's decision in this matter shall be final and binding to all concerned parties. Ifine Universal Private Limited reserves the right to accept or reject the application without giving any explanation whatsoever.

2.2.2. An applicant must fill the online form to become a IBA and retail IFINE UNIVERSAL PRIVATE LIMITED products. Registration ID is valid only up to 15 days of submission. To activate his Ifine ID a IBA need to purchase 500 PV worth products from Ifine on his own Registered ID account.

2.3 An IBA's association with Ifine Universal Pvt Limited is valid for life time from the date of activation by purchasing 500 PV worth products. Renewal of IBA's application may be rejected by Ifine Universal Private Limited without giving any explanation whatsoever.

2.4 An IBA can resign from his position as an independent contractor with Ifine Universal Private Limited by informing Ifine Universal Private Limited through official communication with a copy to his Sponsor.

2.5 If a firm of any constitution applies for registration with Ifine Universal Private Limited as a IBA, the principal business of the firm should be retailing IFINE UNIVERSAL PRIVATE LIMITED products and the firm should send the valid legal documents as per Company Law of India, declaring the entire constitution clearly.

Section 3

Responsibilities of a IBA

3.1. IBAs shall strictly abide by the guidelines, systems, procedures and policies of Company prescribed from time to time which may be in alteration, addition, amendment or cancellation of these Rules as also formulation of such Rules and Practices to adapt to the changing market conditions and customer responses.

IBAs shall not:

- a. Make exaggerated or non-granted claims with regard to IFINE UNIVERSAL PRIVATE LIMITED products or products distributed by IFINE UNIVERSAL PRIVATE LIMITED nor misrepresent factual position.
- b. In any way, whatsoever, misrepresent or misquote Ifine Universal Private Limited with respect to prices, quality, standards, grades, contents, style or model, place of origin or availability of IFINE UNIVERSAL PRIVATE LIMITED Products or products distributed by IFINE UNIVERSAL PRIVATE LIMITED otherwise certified and/or notified by Company or their supplying establishments.

c. Represent IFINE UNIVERSAL PRIVATE LIMITED Products or products distributed by them as containing any features or as regards yield, accessories, uses or benefits that they do not have.

d. In any way, whatsoever act or present Ifine Universal Private Limited, its Product or the products, IBA shall not distribute in a fraudulent manner or promote products that do not belong to Company.

3.2. At any point of time get a status of IFINE UNIVERSAL PRIVATE LIMITED Distribution Partner or IFINE UNIVERSAL PRIVATE LIMITED Master Logistic Partner and shall not miscommunicate his status to his Uplines, Downlines and general public.

3.3. An IBA may operate out of home or any other premises and/or facility of his/her own and as per the time suitable to him/her.

3.4. An IBA does not have any authority to bind Ifine Universal Private Limited to any obligation, agreement or commitment of any kind in whatsoever manner. A IBA must not at anytime, in any manner, suggest or imply that he/she is in employment, in joint venture, an agent or a legal representative of the Company.

3.5. When communicating the Ifine Universal Private Limited Compensation Plan to others, he/she must emphasize that this is an independent business only and not an offer of employment and there is no guarantee of whatsoever nature for any income that is not commensurate with the time and efforts put in by an IBA.

3.6. The title or designation accorded to a IBA as such by Ifine Universal Private Limited as well as recognition status accorded to a IBA is/shall be merely a recognition of business done by him/her and the same does not alter in any way his/her primary relationship with Ifine Universal Private Limited as a IBA.

3.7. A IBA shall not solicit and/or re-register IBAs in the Business Group of Sponsors of any other IBAs.

3.8. A IBA shall neither modify the product, its packaging nor tamper with any trademark numbers, bar code, hologram or other means of identification used on or in relation to the products, nor use any of the trademarks in any way which might prejudice the goodwill of Ifine Universal Private Limited , nor use any trademarks and names, brands and logos of Ifine Universal Private Limited, which may cause confusion or deception or infringe the trade mark, copyright, design specifications as set and decided by Ifine Universal Private Limited .

3.9. A IBA shall be responsible for all his decisions and expenditures incurred by him/her on IFINE UNIVERSAL PRIVATE LIMITED products. Ifine Universal Private Limited shall not be responsible for any loss, cost, claim or liability in this respect.

3.10. A IBA is not entitled to any payment for training or for aid given by him/her to any other IBAs or marketing expenses for retailing IFINE UNIVERSAL PRIVATE LIMITED products.

3.11. Reports on Downline sales and Retail structure is proprietary, confidential and is the property of Ifine Universal Private Limited ; and when made available to a IBA, is in strict and complete confidence for his/her own and privileged information only and the same are not to be disclosed to any third party.

3.12. A IBA shall not in any way misrepresent the quality, performance or availability of IFINE

UNIVERSAL PRIVATE LIMITED products. They should not make any claims for products other than those mentioned in the official Company literature(s)/website. IBAs shall indemnify IFINE UNIVERSAL PRIVATE LIMITED for any claims, costs or damages arising from such misrepresentation and false claims.

3.13. A IBA shall not place orders in the name of any other IBA without prior written permission of the other IBA. In case, a IBA places an order on behalf of another IBA, he/she shall be responsible for any liabilities arising therefrom.

In such a case, Ifine Universal Private Limited shall have unchallenged right to take appropriate action/s as per its policies.

3.14. A IBA, directly or indirectly, shall not use the Ifine Universal Private Limited identity in any way for marketing any products or schemes, which are not officially proposed and circulated by the Company.

3.15. Ifine Universal Private Limited 's printed material/literature/audio-visual or any other electronic media is proprietary to Ifine Universal Private Limited and protected by copyrights laws. No IBA shall be permitted to reproduce Ifine Universal Private Limited 's printed or electronic material or any other information of promotional matter, in whole or in part, except with the Ifine Universal Private Limited 's prior written approval.

3.16. A IBA shall comply with all the laws, regulations and other policies of the Ifine Universal Private Limited as may be communicated to him/her from time to time. He/She shall also comply with the Code of Conduct of Ifine Universal Private Limited Business in all his/her dealings be it with the Company, Downlines, Uplines, customers or any other party. IBAs shall not engage him/her in any activity which may bring him/her or Ifine Universal Private Limited into disrepute.

A IBA must inform Ifine Universal Private Limited in writing if he/she is involved in any conflict/dispute/legal matter, which is directly or indirectly likely to involve or affect the reputation of the Company. He/She shall be bound to indemnify Ifine Universal Private Limited against all claims and damages arising out of the same.

3.17. A IBA shall indemnify and keep Ifine Universal Private Limited indemnified from and against any claim, loss, damage or liability suffered or incurred by the Company resulting from a breach of the terms and conditions or the policy or from any act of neglect or default of his/her own as well as of Downlines.

3.18. A IBA shall carry his/her personalized Identity Card at all times and mention his IBA ID whenever conducting Ifine Universal Private Limited Business .

3.19. Written Sales Receipt: Ifine Universal Private Limited/ IBA shall deliver to the customer at the time of sale a written and dated order or receipt which shall include:

Section 4

Misconduct

4.1. The Company reserves its right to suspend and/or terminate any IBA at any time, if the Company's policies, procedures, Terms and Conditions, Code of Conduct of Ifine Universal Private Limited Business etc. as amended from time to time, are not complied with and/or are violated by an IBA and/or on account of misconduct which may be defined as one or more of the following:

4.1.1. Poaching/soliciting or re-registration of existing IBAs from other Business Groups of Sponsors.

4.1.2. Retailing at establishments/ outlets other than those authorized by the Company.

4.1.3. Using Ifine Universal Private Limited for marketing products that are not officially carried by the Company.

4.1.4. Retailing to other IBAs' Uplines and Downlines.

4.1.5. Providing false or misleading information about IFINE UNIVERSAL PRIVATE LIMITED product or policies.

4.1.6. Work adversely or against the interest of the Company.

4.1.7. Spreading rumors or interfering with other IBAs or interfering in the normal conduct of the business.

4.1.8 Marketing/ promoting/retailing products/services of any other company which may affect the business reputation of Company directly or indirectly.

Section 5

Suspension / Termination

5.1. In case of breach/ violation of any term(s) or clause(s) as mentioned in the Code of Conduct of Ifine Universal Private Limited Business, and/or contained in these Terms & Conditions, policies and procedures etc. as amended upto date or misconduct, the Company is entitled to:

5.1.1 Terminate the defaulting IBA, immediately and unilaterally without any notice, without resorting to any legal proceedings for the suspension/termination.

5.1.2. Ifine Universal Private Limited may, at its election and by notice in writing to the IBA, terminate or de sponsor the authorization of the defaulter to operate as a IBA from his Business Group. If one or more of the following occurs:

5.1.3 If, in Ifine Universal Private Limited 's opinion, the IBA provided false information in his Application for IBA.

5.1.4 If a IBA makes a serious misrepresentation of Company or the Ifine business which, in Company's opinion, is not likely to be satisfactorily remedied by corrective actions.

5.1.5 If a IBA breaches any of these Rules of Ifine Business and fails to rectify such breach within the time period specified by Company in its written notice to IBA.

- 5.1.6 If a IBA commits repeated breaches of any of these Rules of Ifine Business.
- 5.1.7 If a IBA (or, if the business comprises two or more individuals, any of those persons) is convicted of any offence by any court of law and punishable by fine or a prison term.
- 5.1.8 If a IBA (or, if the business comprises two or more individuals, any of those persons) is suspended or debarred from practicing his usual trade or profession by any association, institute or professional society.
- 5.1.9 If a IBA becomes the subject of bankruptcy or winding-up proceedings.
- 5.1.10. In the event of a IBA's death without either an executor, authorized nominee as nominated in the registration form, or an heir appointed by the executor who wishes to assume responsibility for continuing the deceased's business.
- 5.1.11. In the event that a IBA is incapable of managing his affairs by reason of any mental condition.

Effect of Suspension/ Termination

- 5.2. When a IBA and/or his/her Downlines/s is/are (defaulter(s)) under suspension, the Company reserves the right to take any or all of the following actions:
 - 5.2.1. Not releasing the payments of commissions, incentives, performance bonuses, recognition and rewards etc.
 - 5.2.2. Not allowing defaulter(s) to attend Company sponsored conferences, events meetings, training sessions, showrooms, office etc.
 - 5.2.3. Preventing defaulter(s) from joining Company organized trips.
 - 5.2.4. Preventing defaulter(s) from placing orders on the Company.
 - 5.2.5. Preventing defaulter(s) from sponsoring the Downlines.
 - 5.2.6. Suspended IBA's status becomes de-sponsored and all the IBAs who are sponsored by suspended IBA get a status as enrolled by his/her Sponsor.
- 5.3. In an effort to eliminate misrepresentations of the Ifine Compensation Plan within a Business Group of Sponsors, or as an alternative to terminating the business of a IBA who has violated the Rules of Ifine Business, Company may employ various actions and procedures to encourage proper Ifine business conduct. Ifine may use any or all of the following methods:
 - 5.3.1 Hold payment of commissions, incentives, rewards, performance bonuses etc.
 - 5.3.2 Suspend authorization to conduct sponsoring activity (sponsoring, training sessions, home presentations, (etc.).
 - 5.3.3 Suspend invitations to company sponsored trips.
 - 5.3.4 Conduct reorientation meetings and charge back the expenses to the Stream of Sponsors.
- 5.4. Status of Terminated IBA
 - 5.4.1. Terminated IBA shall not represent himself/herself as a IBA. He shall not be capable of purchasing products from the Company as carried by its or through its authorized outlets, centers etc. under any commission plan, discounts, bonuses, awards, nor he shall be eligible to attend Company functions.
 - 5.4.2. A IBA, irrespective of his/her suspension/termination shall make good all the losses/damages

suffered by the Company on account of his/her misrepresentation and/or misconduct, to the extent and amount as may be decided by the Company.

5.4.3. The decision of Company regarding termination or de sponsoring of a IBA shall be final and binding on him.

5.4.4. Termination of a IBA's authorization to operate as IBA means the termination of all rights derived from said authorization, and, in conjunction therewith, the right to receive any further income from or generated by such business arising or accruing after the date of termination. Termination shall be effective upon the date specified by Company on the official website/in its written notice to the IBA.

5.4.5. Upon termination of his authorization as a IBA for any cause whatsoever, a IBA shall forthwith:

5.4.5.1. Cease to use all trademarks, trade names, brand names, insignia, or other industrial property used in or related to the Ifine business.

5.4.5.2. Cease to identify himself as IFINE IBA.

5.4.5.3. Cease to communicate with other IBAs within his Team/ Structure about Ifine Compensation Plan.

5.4.6. In the event that Company terminates a IBA's business or that the IBA is de-sponsored of his Business Team by Company pursuant to these Rules of Business, he will have no claim against Company arising out of or in respect of the termination or de sponsorship.

Section 6

Company - IBA Relationship

6.1. The Company is in the business of retailing, and shall treat IBAs like any Sales/Retail Agent, where upon the successful completion of a transaction, which includes product sales, delivery, payment and commission payout, the Company shall cease to have any liability towards an IBA till such time he/she makes the next transaction. An IBA cannot hold the Company liable towards any claims regarding his/her Downline or any compensation structure and/or the potential commission earnings arising out of the same.

6.2 Ifine business is not transferable unless in the eventuality of death. In the event of death of an IBA, his business will be transferred to the nominee mentioned in the Online Registration form.

6.2.1 Monthly and Annual payouts accruing to the business shall be paid as per the compensation plan. All awards previously awarded to the business will not be re-awarded to the new owners. Qualification for awards for the business will be determined only by activities occurring after the date of transfer.

6.3 Mergers: Businesses will not merge or be combined. A marriage between IBAs, a transfer of a business, the sale of a business or any other similar circumstance does not cause a merger or combination of businesses.

6.4. Disposition: If a IBA cancels his Authorization Agreement with IFINE, or dies without leaving heirs who are ready, willing, and able to become IBAs and assume the responsibility of the direction of the business, Ifine, at its sole discretion, shall decide the future of IBA's business.

Section 7

Sponsorship Responsibilities

In order to preserve the status and rights as a sponsor, a sponsor must do the following:

- 7.1 Maintain good understanding and meet all IBA requirements as set forth in these rules.
- 7.2 Independent Relationship: Not represent that there is an employment or agency relationship between himself and the new IBA whom he sponsors.
- 7.3 Follow the Rules: Use his best efforts to encourage each of his personally sponsored IBAs to fully comply with the standards set forth in the Rules and to study, use and carefully conduct their businesses in accordance with the law and official Company publications/official website. All the rules applicable to IBAs shall necessarily be deemed to apply to new IBAs.

Section 8

Presentation of Ifine Compensation Plan

- 8.1 When a IBA is meeting a prospect to retail IFINE product(s) he/she shall neither utilize the following methods nor directly or indirectly induce other IBAs to do so:
 - 8.1.1 Give the impression that it relates to an employment opportunity or an agency engagement or a partnership venture.
 - 8.1.2 Disguise the invitation as a "Business Presentation" or a product demo presentation or a Seminar.
 - 8.1.3 Promote the event as a "Business Presentation" on any subject related to business or otherwise.
 - 8.1.4 Promote the Ifine Compensation Plan as a business relationship with a person, company or organization other than Company.
 - 8.1.5 Directly or indirectly indicate that the Ifine business, IBAs or Company Products are part of any business other than Ifine Business.
 - 8.1.6 Deny, if asked, whether the presentation is about the IFINE product retailing.
 - 8.1.7 Imply that it is other than a business event.
 - 8.1.8 Sponsor's Guidelines: In seeking participation of a prospective IBA in the Ifine Compensation Plan,

the Sponsor must comply with the following guidelines:

8.1.8.1 Must use only promotional material provided by the company.

8.1.8.2 May cite lifestyle examples, e.g. travel, Automobile, examples of successful IBAs and contributions to charitable causes, provided such benefits were actually accrued as the result of building a successful IBA.

Section 9

Product Purchase

9.1 To purchase a product, a IBA has to log into his account in the Ifine website, and select the product/s which he wishes to buy.

9.2 After selecting and stacking in the shopping cart, he has to go to the payment page which gives option purchasing product from Ifine Pickup center or payment through IFINE Cash E-Wallet to the PC account or Ifine bank account or Payment Gateway offering Credit/Debit Card and Net transfer options.

9.3 Cash E-wallet can be credited on money earned as commission from Ifine Universal Private Limited into Ifine account as per details mentioned in the Ifine website.

9.4 Money transfer to IFINE E-Wallet can be affected only if the account is having Sufficient balance that has been credited as commission earned from the Ifine Compensation Plan that has been credited by Ifine Accounts department.

9.5 No interest or incentive is payable on the amount available in the IFINE E-Wallet of the IBA.

9.6 Commission earned by an IBA may be transferred to his bank account or paid via cheque, thus no claims of interest or incentive on E-Wallet amount shall be entertained.

Section 10

Product Warranty

10.1. The exchange of product and/or its after sales service shall be as per manufacturer/ supplier warranty, if any, mentioned along with the particular product. In case of product exchange, the cost of the new product has to be equal to or more than the returned products.

10.2. In case of any difference and disputes with respect to exchange, after sales service and incidental matters, the Ifine's decision will be final and binding on the IBA.

10.2.1. IBA (s) and Customers are requested to check the products thoroughly to avoid any complications.

10.2.2. Ifine certifies that products under dispatch are 100% in good condition and operational.

Replacement is only possible as per manufacturer/ supplier's policy, in case:

10.2.3. A wrong product is delivered. The product is returned within 30 days from the date of delivery. The product is returned without causing any damage intentionally or unintentionally. Or Any product that has to be consume or apply can be used 10%, if it quantity has been consumed more than 10% of the net quantity of the pack, Company reserve rights to reject the application to return back the product to the company. The Money back refund will be applicable exclusive of GST paid. In all possible cases, Customers & IBAs shall not fix the legal liability on Ifine.

10.2.4. These clauses are applicable provided that the inbound and outbound freight charges are borne by the Customers/ IBAs.

10.3. All shipping and handling charges including but not limited to GST, taxes, octroi, excise etc, if any, have to be paid by the IBA/Customer at the time of delivery. These charges as mentioned in the product information in web and print catalogue are over and above the Product Purchase Price and are to be borne by the IBA/Customer.

10.4. IBAs shall advise Company of any customer(s) product complaint and provide copies of all correspondence and details of all follow-ups regarding the complaint. IBAs are not authorized to make any type of offer or compromise or render Company liable for any complaint or product return.

10.5 IBAs are required to indemnify Company for any third party claims, legal actions, suits, etc. (including Company legal fees) which are filed or originated because of any failure by an IBA to observe rules. Company will not be responsible for any actions of IBAs or neglect or default or deficiency in services or other contractual lapses or otherwise howsoever to third parties. Company shall be in no way liable for any offence of IBA for violating any penal statute.

10.6. Compliance with Applicable Laws, Regulations and Codes: IBA(s) shall comply with all laws, regulations and codes that apply to the operation of their Ifine business wherever the said Ifine Business may be conducted within the Market, and they must not conduct any activity that could jeopardize the reputation of the IBA and/or Company. Applicable laws, regulations and codes vary from one state to other in India, compliance where of will be the entire responsibility of a IBA. No IBA shall engage in any deceptive or unlawful or unfair trade practices.

Section 11

Bonuses

11.1. All bonuses except Enhanced Leverage Bonus and Retail Leverage Bonus payable to IBA will accrue and be calculated on monthly basis following the compliance of the conditions mentioned hereunder:

- a) Realization of Points value and amounts receivable against the products in its totality.
- b) Submission of duly filled in online order Form and other signed documents may be required by Ifine from time to time and entering of all retail sales details on official website on at the time of invoicing the product. The calendar month duration is from 00:00:00 hrs of 1st date of every month to 11:59:59 hrs

of the last date of the same month.

c) Enhanced Leverage Bonus and Retail Leverage Bonus will be Paid every week, payout for this Bonus duration is from 00:00:00 hrs of Thursday of every week to 11:59:59 hrs of Wednesday of the next week.

11.2. If the above conditions are fulfilled by the cut-off date of every week and calendar month for respective bonuses as fixed by the Company, a IBA will receive the Commission after 30 days of cooling period from the relevant cut-off date in his IFINE E-Wallet.

11.3 The details of deposit are available in the IBA's personal Ifine website.

11.3.1 A IBA should update his PAN & Bank details in to the company via his website. In case of failure IBA cannot able to withdraw his bonus from his Cash wallet. A IBA can withdraw amount from his IFINE E-Wallet only, by applying for same in the Ifine website. The IBA should mention his bank account details on the Ifine website to transfer the withdrawal amount to his accounts.

11.3.2 A IBA cannot transfer amount from his IFINE E-Wallet to E-Wallet of any other IBA through an authorization.

11.3.3 A IBA can use the balance amount from IFINE E-Wallet to buy products from Ifine.

11.4. Every withdrawal from IFINE E-Wallet will attract a bank and other charges of 5% of payout, which will be deducted from the withdrawal amount itself. The amount requested to be withdrawn will be transferred to IBA's bank account as declared by him in his online registration form based on the payout dates. Withdrawal from IFINE E-Wallet can be done only through transfer to Payout E-Wallet.

Section 12

IBA Website and Mobile App Rules & Regulations

12.1 A IBA will have his personalized website and Mobile App to conduct the Ifine business.

12.2 The IBA's personal Ifine website and Mobile App may have his personal information with contact email and phone numbers, personal experience of the Ifine business, achievement level, photograph or audio and Video messages. Information regarding benefits of participation in Ifine business may be included.

12.3 The IBA's personal Ifine website and Mobile App may include product information and online processing of product orders provided the product information including but not limiting to the imagery, promotion information, product sales information must be accurate in order to protect the trademarks and copyrights.

12.4 A IBA's Blog in his micro site shall not publish stories of success which are not achieved through

Ifine business.

Territorial Exclusivity

Section 13

13.1. There are no exclusive territories demarcated by Ifine. Therefore, IBAs have no authority to grant, sell, assign or transfer any territory to any of his/her Downline. Every IBA is free to conduct his/her business in any territory/area/place within India. In the name of Ifine, Ifine IBA must sell Ifine products only

Section 14

Company's Rights towards the Products and other matters

14.1. Ifine Universal Private Limited reserves the right to make any changes in the content, description, range of the products, withdrawing and introducing products including any changes in the marketing strategy, sales and compensation plan, MRP, Point Value (PV), Personal Point Value (PPV), policies, procedures and joining policies/guidelines/achievement levels from time to time without any notice.

14.2 Non availability of the product cannot be cited as a reason for non performance/sale. Ifine does not guarantee availability of stocks. IBAs should keep enough quantities of products for retailing or a IBA should give alternate products while ordering to avoid disappointment.

Section 15

Confidentiality

15.1 A IBA agrees not to disclose any information /declaration /communication provided by Company to him in the course of smooth running of business to any third party and all such information/declaration/communication has to be treated as confidential.

Section 16

Excuse for Non- Performance

16.1. Ifine shall not be responsible for delays and failures in performances thereunder, where performance is made commercially impracticable due to circumstances beyond Ifine's reasonable control.

This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of Company's usual source of supply, or government decrees or orders.

Section 17

Notices

17.1. All notices to be given pursuant to IBA Agreement and these Policy and Procedures shall be deemed to have been properly given by:

- a) Sending such notice in writing by email to the address as mentioned by a IBA in the online registration form.
- b) Announcement on the Official Website of Ifine.

Section 18

Waiver

18.1. The waiver by the Company of any breach or non-enforcement by the Company of any policy, procedures, rules and incidental matters shall not prejudice or preclude the subsequent enforcement of that policy and shall not be deemed a waiver or acquiescence on the part of the Company.

Section 19

Force Majeure

19.1. The Company shall not be liable for any non-performance of its obligations or consequences thereof under the terms and conditions hereto and policies, procedures, rules, ethics and incidental due to circumstances beyond its reasonable control.

Indemnity

Section 20

20.1. A IBA indemnifies and holds Ifine harmless without any limits against any claims, costs or liability

arising as a result of his breach of the Terms and Conditions hereof and rules, policies, procedures as mentioned in the company official website www.ifine.world and incidental matters thereto and also subject to the Code of Conduct of Ifine Business.

Final Authority

Section 21

21.1. Company shall be the final authority on interpretation of the any of the matters with respect to dealings with a IBA, Company website and the Code of Conduct of Ifine Business.

Section 22

Arbitration

22.1. A Sole Arbitrator shall settle all the matters related to parties herein, dealings thereto and all disputes in respect to the Terms and Conditions herein as well as in the Code of conduct of Ifine Business. The Sole Arbitrator shall be from the panel of Arbitrators maintained by the Telangana Chamber of Commerce. The process of Arbitration will take place in Hyderabad only. The arbitration proceedings shall be in English language only

Section 23

Value of Support

23.1. Ifine believes in teamwork. A IBA is advised to work wholeheartedly for mutual benefits. Voluntary resignation of a IBA results in loss of rights to his/her Upline

Section 24

Supersedure and Future Changes

24.1. The Code of Conduct of the Ifine Business hereof supersede all the preceding Rules & Ethics and

are liable to change at any time at the sole discretion of the Ifine without any notice.

Section 25

Validity

25.1 The IBA registration is valid for lifetime from the date of registration by Ifine.

Section 26

Severability

26.1

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such event, the remaining terms and conditions of this Agreement and Consented terms will remain in full force and effect and enforceable

Section 27

Money Back Guarantee

Ifine offer Money Back Guarantee/ Refund Policy on any of its products Therefore, if a IBA offers money back guarantee to his/her Customers/ Downlines/ Uplines he/she would be responsible for any such commitment and Ifine is not liable for such commitments or responsible for any financial losses incurred by the IBA. Money back will be paid deducting GST

Section 28

Intellectual Property Rights & Trademark

All the logos images/ trademark/ product name/designs/ symbols on Ifine websites & other forms of communication are registered and owned by Ifine Universal Private Limited and cannot be used or communicated or distributed without the specific and written permission of Ifine Universal Private Limited.

Ifine does not allow its IBAs to use its company's name, trademark, product name, designs or symbols without prior permission.

Ifine doesn't allow IBAs to display Ifine sign board at his office, showroom or residence.

IFINE IBA Registration Terms & Conditions

In addition to the Website Terms & Conditions, you agree to be bound by the following additional terms and conditions. Please note that a Ifine IBA must also adhere to Ifine Code of Conduct as mentioned in www.Ifine.world

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- Section 7 No Resell, Assignment or Sublicensing
- Section 8 Successors and Assigns

Section 9 Credit Card | Debit Card | IFINE E-Wallet

Section 10 Applicable Law

Section 11 Indemnity

Section 12 Severability

Section 13

REGISTRATION: USER ACCOUNT

You can access your personalized Ifine website using your IBA ID (that will be allotted to you) and a password (to be chosen by you). You are responsible for maintaining the confidentiality of password and ID, and are fully responsible for all activities that happen in your online account. You agree to (a) immediately notify Ifine Universal Private Limited of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit (log out) from your account at the end of each session. Ifine Universal Private Limited cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

You will also have to enter certain details about yourself (IBA profile). In entering such data you represent and warrant that (a) the information about yourself is true, accurate, current and complete and (b) you will maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ifine Universal Private Limited has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ifine Universal Private Limited has the right to suspend or terminate your account and refuse any and all current or future use of the products and services without prior notice.

All registrations become the exclusive property of Ifine Universal Private Limited and it reserves the right to use and reuse all registration and other personally identifiable information at any time by following the instructions mentioned in the Privacy Policy. Ifine Universal Private Limited reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion

Section 2

PRODUCT DESCRIPTIONS

The exchange of product and/or its after sales service shall be as per manufacturer/ supplier warranty, if any, mentioned along with the particular product.

In case of any difference and disputes with respect to exchange, after sales service and incidental matters, the Ifine's decision will be final and binding on the IBA.

IBA (s) and Customers are requested to check the products thoroughly to avoid any complications. Ifine certifies that products under dispatch are 100% in good condition and operational. Replacement is only possible in case:

1. A wrong product is delivered
2. The delivered product is returned within 7 days from the date of delivery.
3. The delivered product is returned without causing any damage intentionally or unintentionally In all possible cases, Customers & IBAs shall not fix the legal liability on Ifine.

These clauses are applicable provided that the inbound and outbound freight charges are borne by the IBA/Customer. All shipping and handling charges including but not limited to GST, taxes, octroi, excise etc, if any, have to be paid by the IBA/Customer at the time of delivery. These charges, which may be mentioned in the product information are over and above the Product Purchase Price and are to be borne by the IBA/Customer. For repairs/replacements under Warranty period, product must be delivered to IFINE warehouse by the IBA/Customer at his or her own cost. Return charges will be borne by IFINE under such circumstances. Refer FAQs in www.Ifine.world

Section 3

DELIVERY

i) The order will be couriered to you directly: In this case, the online payments are made by you through debit/credit card/ IFINE E-Wallet/ NEFT. An inventory check will be done at Ifine Universal Private Limited warehouse on the order placed before products are dispatched to shipment address. An order confirmation mail is then sent to you, giving the following:

- a) Order number and details

- b) Shipment address and details
- c) Address of the IBA handling the order

Section 4

RISK OF LOSS

Every item purchased from Ifine is made in accordance with shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the shipper. IFINE is not responsible for replacement of product if it is mishandled due to negligence at customers end & or if damaged during transit.

In case of any disputes of whatsoever in nature with regards to products, their quality, etc or arising out of any grievances, complaints Ifine shall not indemnify or otherwise be held liable to the end users . Kindly take a note of it that in this regards, manufacturer/suppliers concerned shall be accounted for only. Ifine shall be treated only as the facilitator to provide all information to the end users in a given situation.

PAYOUTS

Section 5

On all payouts to every IBA, a 5% Bank and other charges will be charged on the amount payable.

5% TDS will be deducted when a IBA chooses to transfer the payouts to his bank account or to his IFINE CASH E-Wallet. Note that balance in your IFINE CASH E-Wallet can be used for purchasing IFINE products and also be encashed in relevant payout date of the week/month on the respective bonuses.

RELATIONSHIP OF PARTIES

Section 6

You acknowledge and agree that you and Ifine Universal Private Limited are contractors under these terms and conditions and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relation. Neither party pursuant to these terms and conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

Section 7

NO RESELL, ASSIGNMENT, OR SUBLICENSING

You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these terms and conditions without prior written authorization of Ifine Universal Private Limited.

Section 8

SUCCESSORS AND ASSIGNS

Without in any way limiting the prohibition on your resell assignment, sublicensing, or other transfer of rights or obligations, these terms and conditions shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, successors and assigns. Any commercial or specific obligations or areas of IBA's work or scope of work is likely to accrue or change as per the discretion of Ifine Universal Private Limited.

Section 9

CREDIT CARD DEBIT CARD IFINE E-WALLET

Place orders for IFINE products through www.ifine.world using a Credit Card/ Debit Card/ IFINE E-Wallet. You are responsible for providing a valid credit card number with available credit at the time of purchase. You represent and warrant that you are an authorized user of any such credit card. We will try and ensure the confidentiality of the credit card number as best as we can. However, we will not be liable for any third party use of your credit card that has occurred due to circumstances beyond our control. You are responsible for the payment of all applicable taxes, shipping charges etc, if any.

APPLICABLE LAW

Section 10

The sites/applications are created and controlled by Ifine Universal Private Limited. The laws of India

shall apply and only courts in Hyderabad shall have jurisdiction in respect of all the terms, conditions - and disclaimers.

Section 11

INDEMNITY

You shall indemnify and hold harmless Ifine Universal Private Limited, its subsidiaries, associates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the Terms and Conditions or your violation of any law, rules or regulations or the rights of a third party.

Section 12

SEVERABILITY

You acknowledge and agree that you and Ifine Universal Private Limited are contractors under these terms and conditions and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relation. Neither party pursuant to these terms and conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such event, the remaining terms and conditions of this Agreement I Consented terms will remain in full force and effect and enforceable.

If any dispute arises between you and Ifine Universal Private Limited, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement and Terms and Conditions, the dispute shall be referred under negotiation process to IFINE Universal Private Limited

legal department, if not resolved within 90 business days from the date of formal intimation by the concerned IBA, then the same shall be referred to a sole Arbitrator who shall be appointed by Ifine Universal Private Limited only. The place of arbitration shall be Hyderabad only. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The cost of arbitration proceeding, including miscellaneous or incidental cost shall be borne by the parties equally.

The arbitration proceedings shall be in English language only.

Declaration

I, _____, have read and fully understood the Terms and conditions hereto and Code of Conduct of Ifine Universal Private Limited Business, and I hereby agree to abide by the same at all times.

I further declare that all the information provided by me in the accompanying application form is true and correct.

I have understood that Ifine Compensation Plan is not a quick money earning business without efforts. I further understand that all the incomes shown in Videos/ Power Points /compensation plans /other promotion material provided in the website are for calculation and explanation purpose only.

, agree that my Retail Leverage Bonus would purely depend on my efforts, hard work and by retailing the products offered by Ifine.

I _____ indemnify and hold Company harmless against any claims, costs or liability arising as a result of my breach of the Rules to the extent and as described in this book of Code of Conduct of Ifine Universal Private Limited Business.

Signature of the Applicant Name:

Signature of the Sponsor Name: